

CITY AND COUNTY OF SAN FRANCISCO

THIRD AMENDMENT TO THE GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

WU YEE CHILDREN'S SERVICES

This AMENDMENT of the, **July 1, 2017** Grant Agreement (the "Agreement") is dated as of **February 1, 2022** and is made in the City and County of San Francisco, State of California, by and between **WU YEE CHILDREN'S SERVICES, 827 BROADWAY ST., SAN FRANCISCO, CA 94114** ("Grantee") and the City and County of San Francisco, a municipal corporation ("City") acting by and through the Human Services Agency ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through RFP #744 Early Care and Education (ECE) Integration Services, issued January 12, 2017 and this modification is consistent therewith; and

WHEREAS, the City's Human Services Commission approved this Amendment by [INSERT RESOLUTION NUMBER] on January 27, 2022;

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and update standard contractual clauses and,

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. Agreement. The term "Agreement" shall mean the Agreement dated **July 1, 2017** between Grantee and City.

First amendment, dated **July 1, 2019**, and
Second amendment, dated **February 1, 2020**.

b. Contract Monitoring Division. Contract Monitoring Division.
Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of

the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

c. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Grant Agreement is hereby modified as follows:

(a) **Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Seventy-Two Million, Three Hundred Ninety-Two Thousand, Three Hundred Ninety-One Dollars (\$72,392,391)** for the period from **July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.**

Contingent amount: Up to **Three Million, Four Hundred Seventeen Thousand, Six Hundred Ninety-Seven Dollars (\$3,417,697)** for the period from **July 1, 2021 to June 30, 2022 (Y5), may be available, in the City’s sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Seventy-Five Million, Eight Hundred Ten Thousand, and Eighty-Eight Dollars (\$75,810,088)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5).**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not to be used in Program Budgets attached to this Agreement as Appendix B-2, and is not available to Grantee without a revision to the Program Budgets of Appendix B-2 specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby superseded in its entirety to read as follows:

The amount of the Grant Funds disbursed hereunder shall not exceed **Seventy Eight Million, Seven Hundred Twenty Six Thousand, Four Hundred and**

Ten Dollars (\$78,726,410) for the period from July 1, 2017 to June 30, 2022, plus any contingent amount authorized by City and certified as available by the Controller.

Contingent amount: Up to Two Million, Three Hundred Seventeen Thousand, Seven Hundred Fifty Two Dollars (\$2,317,752) for the period from July 1, 2021 to June 30, 2022 (Y5), may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Eighty One Million, Forty Four Thousand, One Hundred Sixty Two Dollars(\$81,044,162)** for the period from **July 1, 2017 to June 30, 2022 (Y1-Y5)**

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement as Appendix **B-3**, and is not available to Grantee without a revision to the Program Budgets of Appendix **B-3** specifically approved by Grant Agreement Administrator. Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

- (b) **Appendix A.** Appendix A-2, of the aforesaid agreement describes the services to be provided.

Such section is hereby amended in its entirety to include Appendix A-3, pp. **1-10**, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

- (c) **Appendix B.** Appendix B-2, Calculation of Charges, pp. **1-10** of the Aforesaid Agreement displays the original total amount of **\$72,392,391**.

Such section is hereby superseded in its entirety by Appendix B-3, Calculation of Charges, pp. **1-10**, which displays the budget as herein modified to **\$78,726,410**.

- (d) **Article 7.4 Withholding.** Article 7.4 is hereby added to the agreement and reads as follows:

7.4 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this

paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

- (e) **17.6 Entire agreement** section 17.6 is hereby replaced in its entirety to read as follows:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-3, Services to be Provided
Appendix B-3, Budget
Appendix C, Method of Payment
Appendix D, Interests in Other City Grants
Appendix E, Permitted Subgrantees
Appendix F, Federal Award Information
Appendix G, Federal Requirements for Subrecipients
Appendix H, Additional Federal Requirements

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY
HUMAN SERVICES AGENCY

GRANTEE:
WU YEE CHILDREN'S SERVICES

By: _____
Trent Rhorer
Executive Director
Human Services Agency

Date

By: _____
Date

Monica Walters
Chief Executive Officer
827 Broadway Street
San Francisco, CA 94133
Phone: (415) 230-7500

Federal Tax ID #: 94-2387002
City Vendor Number: 0000008025
DUNS #: 165384835

Approved as to Form:

David K. Ries
City Attorney

By: _____
Deputy City Attorney